The minority view in the instant case was that the parties intended that the lessee should be liable only for taxes which became a lien on the land before the lessee gave up the premises.

TORTS—NEGLIGENCE IN PERFORMANCE OF CONTRACT—INJURY TO THIRD PARTY.—The defendants had been engaged by a vendor to weigh a quantity of beans which they knew the plaintiff had bought and had contracted to pay for according to the defendants' certificate of weight. The defendants negligently certified the weight to be more than it actually was, and the plaintiff, in consequence, overpaid the vendor. The plaintiff then brought an action of tort for negligence. *Held,* (one judge *dissenting*) that the plaintiff could recover. *Glanzer v. Shepard* (1922, N. Y. Ct. of App.) 67 N. Y. L. JOUR. 23 (April 27, 1922).

The court frankly disregarded the obstacle of contractual privity and imposed a duty of care on the defendants merely because they knew that a third party would rely on their act. Liability for injury to a third party caused by the negligent performance of a contract duty has been extended by means of numerous and increasing exceptions until the old rule denying such liability has been practically obliterated. See *Collette v. Page* (1921, R. I.) 114 Atl. 136; (1921) 31 YALE LAW JOURNAL, 109; (1922) 20 MICH. L. REV. 561. Those engaged in supplying information are traditionally immune from liability to those not in privity of contract. *Jaillet v. Cashman* (1921, Sup. Ct.) 115 Misc. 383, 189 N. Y. Supp. 743; (1921) 31 YALE LAW JOURNAL, 218. The decision of the Appellate Division in the instant case was approved, and the subject generally discussed in COMMENTS (1921) 30 YALE LAW JOURNAL, 607.

WORKMEN'S COMPENSATION—INJURY CAUSED BY ATTACK OF EPILEPSY NOT ARISING "OUT OF EMPLOYMENT."—The plaintiff, while operating an elevator in the defendant's building, was attacked by a fit of epilepsy producing unconsciousness. He was later found in an injured condition at the bottom of the elevator shaft. On inspection the elevator equipment was found to be in perfect working order. *Held,* (two judges *dissenting*) that the plaintiff's injuries did not arise out of the employment. *Kelly v. Nichols* (1921) 199 App. Div. 870, 191 N. Y. Supp. 445.

Although the courts have always attempted to interpret workmen's compensation acts liberally in favor of the employee, they have almost uniformly refused to construe an injury caused solely by disease as arising "out of the employment." *Joseph v. United Kimona Co.* (1921) 194 App. Div. 568, 185 N. Y. Supp. 700; *Cox v. Kansas City Refining Co.* (1921) 108 Kan. 320, 195 Pac. 863; *Brooker v. Industrial Acc. Com.* (1921, Calif.) 200 Pac. 17; *contra, Vulcan Detinning Co. v. Industrial Com.* (1920) 295 Ill. 141, 128 N. E. 917. This view is clearly correct. Otherwise any injury arising in the course of employment would be compensative and the requirement that it also arise "out of" the employment would be rendered nugatory. See *Scholtzhauer v. C. & L. Lunch Co.* (1922) 233 N. Y. 12, 134 N. E. 701; COMMENTS (1922) 31 YALE LAW JOURNAL, 768.